The Mycetoma Research Center
University of Khartoum
WHO Collaborating Center on Mycetoma & Skin NTDs

Material Transfer Agreement

This Agreement is entered into on this [insert date] by and between:

Mycetoma Research Center, University of Khartoum, WHO Collaboration on Mycetoma and Shin NTDs
Soba Residency, Madani Highway
Khartoum, Sudan
Contact Person: [insert name, title]
(Hereinafter referred to as “Provider”)

[Center A]
Address: [insert address]
Contact Person: [insert name, title]
(Hereinafter referred to as “Recipient”)

WHEREAS
The Provider is engaged in research related to Mycetoma and Neglected Tropical Diseases (NTDs) and has developed or acquired certain biological materials and associated data (the “Material”) necessary for continued research and development in this field.

The Recipient is a research institution engaged in similar or related research and desires to obtain the Material from the Provider for its own research purposes.

NOW, THEREFORE, the parties agree as follows

1. Definitions

Material

Refers to the biological and environment samples, compounds, data, and other research materials provided by the Provider, as detailed in Appendix A.

Progeny

Unmodified descendants from the Material, such as cell lines or organisms.

Modifications

Substances created by the Recipient that contain or incorporate the Material.

Confidential Information

Any proprietary or confidential information disclosed by the Provider, including, but not limited to, the Material, research data, and know-how.

2. Purpose

2.1 Use of Material

2.1.1 Authorised Research Purpose

The Recipient agrees that the Material shall be used exclusively for the purpose of conducting the specific research project described in Appendix B ("Authorized Research"). This research project has been mutually agreed upon by the Provider and the Recipient and is the only permissible use of the Material under this Agreement. The Recipient is strictly prohibited from using the Material for any other research, experimentation, or activities without obtaining the Provider's prior written consent.

2.1.2 Prohibition on Commercial Use

The Recipient explicitly agrees that the Material shall not be used for any commercial purposes. "Commercial purposes" include, but are not limited to, the sale, license, lease, transfer, or other distribution of the Material or any derivatives or products developed from the Material for commercial gain. This also includes using the Material in research that is intended to support the development, testing, or production of commercial products, processes, or services.

2.1.3 Restriction on Intellectual Property Development

The Recipient shall not use the Material to develop any new intellectual property (e.g., patents, trademarks, trade secrets) intended for commercial exploitation, except as may be explicitly permitted under a separate written agreement with the Provider. Any inadvertent creation of intellectual property during the Authorized Research shall be promptly disclosed to the Provider, and ownership and rights to such intellectual property shall be negotiated in good faith between the parties.

2.2 Requirement for Written Consent for Other Uses

Should the Recipient wish to use the Material for any purpose other than the Authorised Research described in Appendix B, including, but not limited to, new research projects, collaborative research, or any application that might lead to commercialisation, the Recipient must first obtain the prior written consent of the Provider. Such consent may be subject to additional terms and conditions as deemed necessary by the Provider.

2.3. Submission of a Detailed Proposal

In seeking consent for alternative uses of the Material, the Recipient shall submit a detailed proposal outlining the intended research or application, including the objectives, methodologies, potential outcomes, and any associated risks. The Provider reserves the right to review, request modifications to, or reject any proposed use of the Material that falls outside the scope of the Authorized Research.

2.4 Amendment of the Agreement

If the Provider grants consent for additional uses of the Material, this Agreement may be amended to include the new research scope and any additional terms. The Recipient agrees to comply with all such amendments and any accompanying conditions as if they were part of the original Agreement.

2.5 Compliance with Laws and Regulations

2.5.1 Legal Compliance

The Recipient shall ensure that the use of the Material, whether for the Authorized Research or any other permitted use, complies with all applicable local, national, and international laws, regulations, and ethical guidelines. This includes regulations governing the use of biological materials, environmental safety, intellectual property rights, and the use of human and animal subjects in research.

2.5.2 Institutional Approvals

The Recipient is responsible for obtaining any necessary institutional approvals, such as Institutional Review Board (IRB) or Institutional Animal Care and Use Committee (IACUC) approvals, before commencing any research involving the Material. The Recipient shall provide documentation of such approvals to the Provider upon request.

2.6 Restrictions on Transfer and Distribution

2.6.1 No Third-Party Transfer

The Recipient shall not transfer, distribute, sell, or otherwise make the Material available to any third party without the express prior written consent of the Provider. This restriction applies to all forms of the Material, including any derivatives, progeny, or modifications. Any third party that receives the Material with the Provider's consent must agree to be bound by the same terms and conditions as set forth in this Agreement.

2.6.2 No External Collaborations Without Consent

The Recipient shall not engage in external collaborations that involve the use of the Material without first obtaining the Provider’s prior written consent. If such consent is granted, the Recipient must ensure that all collaborators adhere to the terms of this Agreement, and the Recipient remains responsible for any breaches by collaborators.

2.7 Monitoring and Reporting

2.7.1 Progress Reports

The Recipient agrees to provide the Provider with regular progress reports on the research conducted with the Material, as specified in Appendix B. These reports shall include details on the use of the Material, research findings, and any unexpected outcomes or issues encountered during the research. The frequency and format of these reports shall be determined by mutual agreement between the Provider and the Recipient.

2.7.2 Final Report

Upon completion of the Authorized Research, the Recipient shall submit a final report to the Provider, summarizing the research activities, results, and conclusions. The final report should also include an inventory of any remaining Material and a description of how it was used or disposed of.

2.8 Return or Disposal of Material

2.8.1 Return of Material

Upon completion of the Authorised Research or termination of this Agreement, whichever occurs first, the Recipient agrees to return any remaining Material to the Provider unless otherwise instructed in writing by the Provider. The return shall be conducted at the Recipient's expense and in a manner that ensures the safe and secure transfer of the Material back to the Provider.

2.8.2 Disposal of Material

If the Provider does not require the return of the Material, the Recipient shall dispose of any remaining Material in accordance with applicable laws, regulations, and institutional policies. The Recipient shall provide written certification of the disposal to the Provider upon request.

2.9 Consequences of Unauthorised Use

2.9.1 Breach of Agreement

Any use of the Material that violates the terms of this Agreement, including unauthorized commercial use or transfer, shall constitute a material breach of this Agreement. In the event of such a breach, the Provider may terminate this Agreement immediately and take legal action to protect its rights and interests.

2.9.2 Legal Remedies

The Recipient acknowledges that any unauthorized use of the Material may result in irreparable harm to the Provider and that monetary damages may not be sufficient to remedy such harm. Therefore, the Provider shall be entitled to seek injunctive relief and other equitable remedies in addition to any other legal remedies available under this Agreement or applicable law.

3. Transfer of Material

3.1 Agreement to Transfer

The Provider agrees to transfer the Material to the Recipient in accordance with the terms and conditions specified in this Agreement. The transfer of the Material is made solely for the purposes of the research project outlined in this Agreement, and the Provider retains full ownership of the Material, as outlined in Section 4.

3.2 Pre-Transfer Requirements

3.2.1 Documentation

Prior to the transfer, the Recipient must provide the Provider with all necessary documentation, including proof of the Recipient's authorization to receive and use the

Material. This may include institutional approvals, regulatory permits, and any other documentation required by applicable laws and regulations.

3.2.2 Compliance Confirmation

The Recipient must confirm in writing that they have complied with all applicable laws, regulations, and guidelines governing the receipt, handling, and use of the Material, including biosafety and biosecurity measures. The Provider reserves the right to request additional documentation or assurances before initiating the transfer.

3.3 Shipping and Handling

3.3.1 Costs

The Recipient agrees to bear all costs associated with the transfer of the Material, including but not limited to shipping, handling, customs duties, taxes, and any other fees that may arise during the transfer process. The Provider will not be responsible for any costs incurred by the Recipient in connection with the transfer.

3.3.2 Shipping Method

The Provider will package and ship the Material using appropriate methods that ensure the integrity and safety of the Material during transit. The Provider may choose the shipping method, carrier, and packaging materials, taking into consideration the nature of the Material and any regulatory requirements. The Recipient may request a specific shipping method, but any additional costs or risks associated with such a request shall be borne by the Recipient.

3.3.3 Risk of Loss

The risk of loss, damage, or deterioration of the Material during transit shall pass to the Recipient upon the Provider’s delivery of the Material to the carrier. The Provider is not responsible for any delays, losses, or damages that occur during shipping, and the Recipient is advised to obtain appropriate insurance coverage to protect against such risks.

3.4 Customs and Importation

3.4.1 Import Permits and Compliance

The Recipient is responsible for obtaining all necessary import permits, licenses, and approvals required for the lawful importation of the Material into the Recipient’s country or jurisdiction. The Recipient must ensure that the Material complies with all applicable customs regulations, import restrictions, and quarantine requirements.

3.4.2 Customs Clearance

The Recipient shall bear all costs associated with customs clearance, including any fees, duties, taxes, or penalties imposed by customs authorities. The Recipient must provide all necessary documentation to facilitate customs clearance and ensure that the Material is processed without unnecessary delays.

3.4.3 Notification of Issues

If the Material is detained, rejected, or otherwise subject to delay by customs authorities, the Recipient must promptly notify the Provider and take all necessary steps to resolve the issue. The Provider may assist the Recipient in addressing customs issues, but the ultimate responsibility for customs compliance rests with the Recipient.

3.5 Acceptance of Material

3.5.1 Inspection Upon Receipt

Upon receipt of the Material, the Recipient shall inspect the shipment to ensure that it is intact, undamaged, and consistent with the specifications provided by the Provider. If the Material is found to be damaged, contaminated, or otherwise unsuitable for the intended research, the Recipient must notify the Provider within [insert number] days of receipt.

3.5.2 Rejection of Material

If the Material is found to be defective or does not conform to the agreed-upon specifications, the Recipient may reject the Material by providing written notice to the Provider. The Provider will arrange for the return of the Material at the Provider's expense and, at the Provider's discretion, may either replace the Material or terminate the Agreement.

3.5.3 Acceptance and Acknowledgment

If the Recipient does not notify the Provider of any defects or issues within the specified inspection period, the Material will be deemed accepted, and the Recipient will be responsible for its proper use and handling in accordance with this Agreement.

3.6 Contingency Plans

3.6.1 Delays or Interruptions

In the event of delays or interruptions in the transfer process due to unforeseen circumstances such as natural disasters, transportation strikes, or regulatory changes, the Provider and Recipient agree to work together to develop a contingency plan. This

plan may include rescheduling the transfer, selecting an alternative shipping method, or making adjustments to the timeline for the research project.

3.6.2 Force Majeure

Neither party shall be liable for delays or failures in the transfer of the Material due to causes beyond their reasonable control, including but not limited to acts of God, war, terrorism, labour disputes, or government actions. In such cases, the affected party shall notify the other party as soon as possible and take all reasonable steps to mitigate the impact of the delay or failure.

3.7 Confidentiality of Transfer Details

The Recipient agrees to maintain the confidentiality of any information related to the transfer process, including the shipping methods, packaging, and any proprietary procedures used by the Provider. The Recipient shall not disclose such information to any third party without the express written consent of the Provider.

3.8 Record Keeping

The Recipient shall maintain detailed records of the transfer, including shipping and customs documentation, inspection reports, and any communications with the Provider regarding the transfer. These records shall be made available to the Provider upon request and shall be retained by the Recipient for a period of [insert number] years following the transfer.

3.9.Return of Material Upon Termination

In the event that this Agreement is terminated before the completion of the research project, the Recipient agrees to return any remaining Material to the Provider at the Provider's discretion and expense. The return process shall be conducted in a manner that ensures the safe and secure transfer of the Material back to the Provider, with the Recipient responsible for complying with all applicable laws and regulations during the return process.

4. Ownership

4.1 Retention of Ownership by Provider

The Provider retains full and exclusive ownership rights to the Material, including any Progeny, Unmodified Derivatives, and Modifications, as defined below. The Recipient acknowledges and agrees that no ownership rights, title, or interest in the Material, or any

related intellectual property, is transferred to the Recipient under this Agreement, except as expressly provided herein.

4.2 Definitions

4.2.1 Progeny

Progeny refers to any unmodified descendant of the Material, such as cells, organisms, or viruses derived from the original Material provided by the Provider. This includes any cells, organisms, or biological entities that are a direct result of the replication or reproduction of the Material.

4.2.2 Unmodified Derivatives

Unmodified Derivatives refer to substances or materials that are derived from the Material without any modification, alteration, or enhancement. Examples of Unmodified Derivatives include purified or isolated subsets of the Material, such as proteins, nucleic acids, or sub-cellular fractions, that have been separated from the original Material but have not been chemically altered or modified.

4.2.3 Modifications

Modifications refer to any substances, materials, or derivatives that are created by the Recipient and contain or incorporate the Material but have been chemically, biologically, or physically altered from their original form. This includes any genetic modifications, chemical treatments, or other processes that change the structure, function, or composition of the Material.

4.3 Scope of Ownership

4.3.1 Material

The Material, as provided by the Provider, remains the exclusive property of the Provider. The Recipient agrees to use the Material solely for the purposes specified in this Agreement and in accordance with the terms and conditions set forth herein. The Recipient shall not claim ownership or any proprietary rights to the Material.

4.3.2 Progeny

Any Progeny derived from the Material shall also be considered the property of the Provider. The Recipient agrees to treat any Progeny with the same level of care, confidentiality, and legal consideration as the original Material and to use such Progeny solely in accordance with this Agreement.

4.3.3 Unmodified Derivatives

Unmodified Derivatives shall be the property of the Provider. The Recipient agrees not to assert any ownership rights over Unmodified Derivatives and to use them solely in compliance with this Agreement. The Provider retains the right to request the return or destruction of Unmodified Derivatives at any time, and the Recipient agrees to comply with such requests.

4.3.4 Modifications

The Provider may claim ownership rights to any Modifications that contain or incorporate the Material. The Recipient agrees to disclose any Modifications to the Provider and to provide all necessary information, data, and documentation related to the creation and composition of such Modifications. Ownership of Modifications shall be determined according to the applicable laws, institutional policies, and the terms of this Agreement. If the Provider elects to assert ownership rights over any Modifications, the Recipient agrees to assign such rights to the Provider and to execute any necessary documents to formalize such assignment.

4.4 Use of Modifications

If the Recipient creates any Modifications, the use of such Modifications shall be subject to the terms and conditions of this Agreement, including any restrictions on the use, transfer, or commercialization of the Material. The Recipient agrees that any Modifications shall be used solely for the research purposes specified in this Agreement unless otherwise agreed in writing by the Provider. The Recipient shall not transfer, distribute, or sell any Modifications without the prior written consent of the Provider.

4.5 Intellectual Property Rights

4.5.1 Provider's Rights

The Provider retains all intellectual property rights associated with the Material, including any patents, patent applications, trade secrets, copyrights, or other proprietary rights. The Recipient agrees that any use of the Material, including the creation of Progeny, Unmodified Derivatives, or Modifications, shall not infringe upon the Provider's intellectual property rights. The Recipient shall not seek patent protection or other proprietary rights for the Material, Progeny, or Unmodified Derivatives without the express written consent of the Provider.

4.5.2 Recipient's Rights

If the Recipient creates any intellectual property that is separate from the Material and does not incorporate the Material, Progeny, Unmodified Derivatives, or Modifications, the Recipient may seek intellectual property protection for such creations. However, the Recipient acknowledges that the Provider's ownership rights to the Material and related derivatives shall not be affected by any intellectual property rights claimed by the Recipient.

4.6 Reporting and Documentation

The Recipient shall maintain accurate records of all activities involving the Material, including the creation of Progeny, Unmodified Derivatives, and Modifications. These records shall be made available to the Provider upon request, and the Recipient agrees to provide regular updates to the Provider on the progress of the research and any developments related to the Material. The Recipient shall also provide the Provider with any data, results, or findings related to the use of the Material, as required by this Agreement.

4.7 No Implied License

The provision of the Material by the Provider does not grant the Recipient any express or implied licenses under any patents, trademarks, trade secrets, or other intellectual property rights of the Provider, except as expressly stated in this Agreement. The Recipient agrees not to use the Material in any manner that would infringe upon the Provider's intellectual property rights or any third-party rights.

4.8 Return of Materia

Upon completion of the research project, termination of this Agreement, or upon the Provider's request, the Recipient agrees to return any remaining Material, including Progeny, Unmodified Derivatives, and Modifications, to the Provider. If the Provider requests the destruction of the Material, the Recipient shall comply with such request and provide written certification of the destruction. The Provider's ownership rights to the Material shall survive the return or destruction of the Material.

5. Use of Material

5.1 Compliance with Laws and Regulations

The Recipient agrees to use the Material in strict compliance with all applicable local, national, and international laws, regulations, and guidelines. This includes, but is not limited to, laws and regulations governing the use of human and animal subjects in research, biosafety, biosecurity, environmental protection, and the ethical use and disposal of biological materials. The Recipient is responsible for obtaining all necessary approvals, licenses, and permits required for the lawful use of the Material in its research.

5.2 Restrictions on Use

The Material is provided solely for the purposes of the research project described in this Agreement. The Recipient agrees that the Material shall not be used for any other purposes, including but not limited to commercial applications, development of new products, or any research unrelated to the agreed-upon project, without the express prior written consent of the Provider. Any unauthorized use of the Material shall be considered a breach of this Agreement.

5.3 Prohibition on Use in Human Subjects and Clinical Trials

5.3.1 The Recipient explicitly agrees that the Material shall not be used in human subjects, clinical trials, or for any diagnostic, therapeutic, or prophylactic purposes involving human subjects without the express prior written consent of the Provider. Such consent may be contingent upon the Recipient obtaining all necessary regulatory approvals and ethical clearances, as required by applicable laws and institutional policies.

5.3.2 If the Provider grants consent for the use of the Material in human subjects or clinical trials, the Recipient shall comply with all applicable laws and regulations governing such use, including those related to informed consent, privacy, data protection, and the reporting of adverse events. The Recipient shall also ensure that the Material is used in accordance with Good Clinical Practice (GCP) guidelines and any other standards specified by the Provider.

5.4 Ethical Use of Animal Subjects

If the Material is to be used in research involving animal subjects, the Recipient agrees to conduct such research in accordance with the highest ethical standards, including compliance with the principles of the 3Rs (Replacement, Reduction, and Refinement) and any relevant guidelines or codes of practice. The Recipient shall obtain all necessary

approvals from the relevant Institutional Animal Care and Use Committee (IACUC) or equivalent ethics review board before commencing any research involving animal subjects.

5.5 No Transfer or Distribution

The Recipient shall not transfer, distribute, sell, or otherwise make the Material available to any third party without the express prior written consent of the Provider. This includes sharing the Material with other research institutions, collaborators, or commercial entities. If the Provider consents to such transfer, the Recipient shall ensure that the third party agrees to be bound by the same terms and conditions as set forth in this Agreement.

5.6 Confidentiality of Material

The Recipient agrees to treat the Material as Confidential Information, as defined in Section 6 of this Agreement. The Recipient shall take all reasonable measures to protect the Material from unauthorized access, use, or disclosure, including implementing appropriate security measures for the storage and handling of the Material. The Recipient shall immediately notify the Provider in writing of any unauthorized use or disclosure of the Material.

5.7 Record Keeping and Reporting

The Recipient shall maintain accurate and complete records of the use of the Material, including details of any experiments conducted, results obtained, and any issues or incidents that arise during the research. These records shall be made available to the Provider upon request, and the Recipient agrees to provide regular reports to the Provider on the progress of the research as specified in this Agreement.

5.8 Disposal of Material

Upon completion of the research or termination of this Agreement, whichever occurs first, the Recipient shall dispose of any remaining Material in accordance with all applicable laws, regulations, and institutional policies. If the Provider requests, the Recipient shall return any remaining Material to the Provider or certify in writing that the Material has been destroyed in a manner that ensures it cannot be used for any further research or other purposes.

5.9 Indemnification

The Recipient agrees to indemnify, defend, and hold harmless the Provider from any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising

out of or related to the Recipient's use of the Material, including but not limited to any breach of this Agreement, any misuse of the Material, or any failure to comply with applicable laws, regulations, or guidelines.

5.10 Acknowledgement of Risks

The Recipient acknowledges that the Material may be hazardous, contain unknown properties, or have the potential to cause harm if not handled properly. The Recipient assumes all risks associated with the use, handling, storage, and disposal of the Material and agrees to take all necessary precautions to mitigate such risks, including but not limited to the use of appropriate personal protective equipment (PPE) and adherence to biosafety protocols.

5.11 No Implied License

The provision of the Material by the Provider does not grant the Recipient any rights or licenses under any patents, patent applications, trade secrets, copyrights, or other proprietary rights of the Provider, except as expressly set forth in this Agreement. The Recipient shall not use the Material in any manner that would infringe upon the intellectual property rights of the Provider or any third party.

5.12 Review and Inspection

The Provider reserves the right to review and inspect the Recipient's research facilities, records, and procedures to ensure compliance with the terms of this Agreement. The Recipient agrees to cooperate fully with such reviews or inspections and to take any corrective actions deemed necessary by the Provider to address any non-compliance issues.

6. Confidentiality

6.1 Confidentiality Obligation

The Recipient agrees to maintain the confidentiality of the Material and any Confidential Information disclosed by the Provider. Confidential Information may include but is not limited to, proprietary data, research findings, technical information, processes, methods, formulas, protocols, designs, drawings, specifications, know-how, business and marketing plans, financial information, or any other information that is designated as confidential by the Provider at the time of disclosure, whether disclosed orally, in writing, or in any other form.

6.2 Non-Disclosure to Third Parties

The Recipient shall not disclose the Material or any Confidential Information to any third party without the prior written consent of the Provider. The Recipient agrees to take all reasonable precautions to protect the confidentiality of the Material and Confidential Information, including restricting access to such information to those employees, agents, or contractors who have a legitimate need to know in order to fulfil the purposes of this Agreement and who are bound by confidentiality obligations at least as stringent as those set forth in this Agreement.

6.3 Use of Confidential Information

The Recipient shall use the Confidential Information solely for the purpose of conducting the research specified in this Agreement and shall not use the Confidential Information for any other purpose, including commercial purposes, without the express written consent of the Provider. The Recipient shall not reverse engineer, decompile, or disassemble any Confidential Information or Material, nor shall the Recipient attempt to derive any compositions, structures, sequences, or formulations from the Material without the Provider’s prior written consent.

6.4 Exclusions from Confidentiality Obligations

6.4.1. The confidentiality obligations set forth in this Agreement shall not apply to any information that:

6.4.2. Was already known to the Recipient prior to its disclosure by the Provider, as evidenced by the Recipient's written records;

6.4.3. Is or becomes part of the public domain through no fault of the Recipient;

6.4.4. Is disclosed to the Recipient by a third party who has the lawful right to make such disclosure without any obligation of confidentiality;

6.4.4. Is independently developed by the Recipient without the use of or reference to the Confidential Information, as evidenced by the Recipient's written records.

6.5 Required Disclosures

If the Recipient is required by law, regulation, or court order to disclose any Confidential Information, the Recipient shall promptly notify the Provider in writing of such requirement so that the Provider may seek a protective order or other appropriate remedy. The Recipient agrees to cooperate fully with the Provider in seeking such protection. If disclosure is

nonetheless required, the Recipient shall only disclose the minimum amount of Confidential Information necessary to comply with the legal requirement and shall use its best efforts to obtain confidential treatment of the disclosed information.

6.6 Duration of Confidentiality Obligation

The confidentiality obligations set forth in this Agreement shall remain in effect for a period of [insert number] years from the date of disclosure of the Confidential Information or until the Confidential Information enters the public domain through no fault of the Recipient, whichever occurs first. The parties may agree to extend this period upon mutual written agreement.

6.7 Return or Destruction of Confidential Information

Upon the expiration or termination of this Agreement, or upon the written request of the Provider, the Recipient shall promptly return or destroy all copies of the Confidential Information in its possession or control, including any materials, documents, or electronic files that contain or embody the Confidential Information. If the Confidential Information is destroyed, the Recipient shall certify such destruction in writing to the Provider.

6.8 No License or Transfer of Rights

The disclosure of Confidential Information by the Provider to the Recipient shall not be construed as granting, either expressly or by implication, any license, rights, or interests in any patents, copyrights, trademarks, trade secrets, or other intellectual property of the Provider, except as expressly set forth in this Agreement. The Recipient acknowledges that all rights, title, and interests in the Confidential Information and the Material remain the exclusive property of the Provider.

6.9 Remedies for Breach of Confidentiality

The Recipient acknowledges that any breach of its confidentiality obligations under this Agreement may cause irreparable harm to the Provider, for which monetary damages may not be an adequate remedy. Accordingly, in the event of any breach or threatened breach of this Section 6, the Provider shall be entitled to seek equitable relief, including injunctive relief and specific performance, in addition to any other rights and remedies available at law or in equity.

6.10 Continuing Obligations

The obligations of confidentiality under this Agreement shall survive the termination or expiration of this Agreement and shall continue with respect to any Confidential Information that remains confidential and has not entered the public domain through no fault of the Recipient.

7. Publications

7.1 Collaborative Publications

The Recipient acknowledges the importance of collaborative efforts in the field of Mycetoma and agrees to involve the Mycetoma Research Center (MRC), University of Khartoum, WHO Collaboration on Mycetoma, and Shin NTDs as co-authors in any publications resulting from the use of the Material. The Recipient and the Provider will collaborate closely on the analysis and interpretation of data, the drafting of manuscripts, and the submission of manuscripts for publication in scientific journals.

7.2 Notice and Review Period

The Recipient shall provide the Provider with a complete draft of any proposed publication or presentation, including abstracts, manuscripts, or any other form of public dissemination of research findings, at least ninety (90) days prior to submission for publication or presentation. During this review period, the Provider will have the opportunity to review the draft for accuracy, to ensure the appropriate acknowledgement of the Provider's contributions, and to protect any Confidential Information or intellectual property rights.

7.3 Provider's Rights to Comment

The Provider shall have the right to provide comments, suggestions, and revisions to the proposed publication. The Recipient agrees to incorporate the Provider's reasonable comments and address any concerns regarding the accuracy of the data, interpretation of results, or potential misrepresentation of the Material or the research conducted.

7.4 Removal of Confidential Information

The Provider shall have the right to request the removal or modification of any Confidential Information or proprietary data included in the proposed publication. The Recipient agrees to

comply with such requests to ensure that any publication does not disclose Confidential Information or compromise the Provider's proprietary rights.

7.5 Intellectual Property and Patent Rights

If the research results involve potentially patentable inventions or other intellectual property, the Recipient shall delay the publication or presentation for an additional period of time, as reasonably requested by the Provider, to allow for the filing of patent applications or other protective measures. The Recipient and the Provider will discuss and agree upon the terms of any such delays and the handling of intellectual property rights.

7.6 Acknowledgement of Contributions

Any publication or presentation resulting from the use of the Material shall appropriately acknowledge the Provider's contributions, including but not limited to the provision of the Material, collaboration on the research, and any intellectual input provided by the Provider. The acknowledgement shall be in accordance with standard academic practices and shall include the Provider institutional affiliations and funding sources, if applicable.

7.7 Joint Authorship and Dispute Resolution

In cases where the Provider's contributions warrant joint authorship, the Recipient and the Provider shall agree on the order of authorship based on the level of contribution to the research. Any disputes regarding authorship or other aspects of the publication process shall be resolved amicably through discussions between the parties. If necessary, disputes may be referred to an independent third party or an arbitrator for resolution.

7.8 Open Access and Public Availability

The Recipient and the Provider shall discuss and agree on the publication's accessibility, including whether the publication should be open access or restricted to certain audiences. The parties will also consider the potential public health implications of the research findings and whether broader dissemination is in the public interest.

7.9 Post-Publication Obligations

After the publication of research results, the Recipient agrees to provide the Provider with copies of the published work. The Recipient also agrees to participate in any follow-up

activities, such as press releases, public presentations, or discussions with stakeholders, as mutually agreed upon by both parties.

8. Intellectual Property

8.1 Disclosure of Inventions

The Recipient agrees to promptly disclose to the Provider any inventions, discoveries, developments, or improvements (hereinafter collectively referred to as “Inventions”) that arise from the use of the Material. Such disclosure shall include sufficient detail to enable the Provider to understand the nature, scope, and potential applications of the Invention.

8.2 Ownership of Intellectual Property

The ownership of any intellectual property (IP) resulting from the use of the Material shall be determined in accordance with the applicable laws, regulations, and policies of the Recipient’s and the Provider’s respective institutions. In general:

8.2.1 Sole Inventions

If an Invention is conceived and reduced to practice solely by employees, agents, or students of the Recipient without any intellectual contribution from the Provider, the Invention shall be solely owned by the Recipient.

8.2.2 Joint Inventions

If an Invention is conceived and reduced to practice jointly by employees, agents, or students of both the Recipient and the Provider, the Invention shall be jointly owned by the parties. In such cases, the parties shall negotiate in good faith a joint ownership agreement that will address the management, protection, and commercialisation of the jointly owned IP, including the allocation of costs and revenues.

8.3 Patent Rights and Protection

In the event that an Invention arising from the use of the Material is patentable, the party owning the Invention (or parties, in the case of joint ownership) shall have the right to file and prosecute patent applications in any and all countries, at its own expense.

8.3.1 Joint Patent Filings

For joint Inventions, the parties shall cooperate in the filing and prosecution of patent applications and shall share the costs associated with such filings in proportion to their respective ownership interests unless otherwise agreed upon.

8.3.2 Provider's Right to Participate

The Provider shall have the right to participate in and be informed about the progress of any patent filings related to Inventions made using the Material. The Recipient agrees to provide the Provider with copies of all relevant documents related to such filings.

8.4 Licensing and Commercialisation

8.4.1 Sole Inventions

For Inventions solely owned by the Recipient, the Recipient shall have the right to license, assign, or otherwise commercialise the Invention, subject to the grant of a non-exclusive, royalty-free license to the Provider as specified in Section 8.5.

8.4.2 Joint Inventions

For joint Inventions, the parties shall negotiate in good faith the terms of any licensing or commercialisation arrangements, taking into account each party's contribution to the Invention. Revenue generated from the commercialisation of joint Inventions shall be shared between the parties in proportion to their ownership interests, unless otherwise agreed upon.

8.5 Non-Exclusive, Royalty-Free License to Provider

The Recipient hereby agrees to grant the Provider a non-exclusive, royalty-free, worldwide, perpetual license to use any intellectual property arising from the use of the Material for internal research, educational, and non-commercial purposes. This license shall include the right to make, have made, use, and import the Invention, as well as the right to sublicense such rights to other academic or non-profit research institutions for similar purposes.

8.6 Right of First Negotiation

In the event that the Recipient decides to commercialise any Invention arising from the use of the Material, the Provider shall have the right of first negotiation to obtain a license to commercially exploit the Invention. The parties shall enter into good-faith negotiations to determine the terms of such a license. If the parties are unable to reach an agreement within [insert number] days of the commencement of negotiations, the Recipient shall be

free to license the Invention to third parties, subject to the Provider's non-exclusive, royalty-free license for research purposes.

8.7 Compliance with Institutional Policies

Both parties agree to comply with the intellectual property policies of their respective institutions, including any obligations to disclose inventions to their respective technology transfer offices or equivalent entities. The parties also agree to cooperate in fulfilling any obligations to third-party sponsors or funding agencies, including the disclosure and reporting of inventions.

8.8 Confidentiality of Inventions

Any disclosure of Inventions under this Agreement shall be treated as Confidential Information and shall be subject to the confidentiality provisions set forth in Section 6 of this Agreement. The parties agree to take reasonable steps to protect the confidentiality of such Inventions until patent applications have been filed or other protective measures have been taken.

8.9 Post-Agreement Obligations

The obligations related to intellectual property, including the disclosure of Inventions, the grant of licenses, and the confidentiality of Inventions, shall survive the termination or expiration of this Agreement. The parties agree to continue to cooperate in the management and commercialisation of any intellectual property that arises from the use of the Material, even after the termination of the Agreement.

8.10 Dispute Resolution

In the event of any dispute related to the ownership, protection, or commercialisation of intellectual property arising from the use of the Material, the parties agree to first attempt to resolve the dispute through good faith negotiations. If the parties are unable to resolve the dispute within [insert number] days, the dispute may be referred to mediation or binding arbitration, as agreed upon by the parties, in accordance with the rules of [insert appropriate arbitration body].

9 Liability

9.1 "As Is" Provision

The Material is provided by the Provider on an “as is” basis, without any warranties, either express or implied. This includes, but is not limited to, implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, or any other warranty, condition, guarantee, or representation, whether oral, in writing, or in electronic form, including but not limited to the accuracy, completeness, or currency of the Material.

9.2 No Warranties Regarding the Material

The Provider does not warrant or represent that the Material is free from defects, contamination, or potential hazards. The Recipient acknowledges that the Material may have unknown characteristics, including but not limited to biological, chemical, or physical properties that could pose risks. The Recipient assumes all responsibility for taking the necessary precautions to mitigate any such risks associated with the use, handling, storage, and disposal of the Material.

9.3 Indemnification by Recipient

The Recipient agrees to indemnify, defend, and hold harmless the Provider, its officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or in connection with the use, handling, storage, or disposal of the Material by the Recipient. This includes, but is not limited to, any claims arising from:

9.3.1. The Recipient’s breach of this Agreement;

9.3.2. Any negligent, reckless, or intentional act or omission by the Recipient or its employees, agents, or subcontractors in the use, handling, or storage of the Material;

9.3.3. Any violation of applicable laws, regulations, or guidelines governing the use of the Material, including those related to health, safety, environmental protection, and the use of human or animal subjects in research.

9.4 Limitation of Liability

To the fullest extent permitted by law, the Provider shall not be liable to the Recipient or any third party for any indirect, special, incidental, punitive, or consequential damages (including, but not limited to, loss of profits, loss of business opportunity, loss of use, or loss of data) arising out of or in connection with the Material, even if the Provider has been advised of the possibility of such damages.

9.5 No Liability for Research Results

The Provider shall not be responsible or liable for the success or failure of the Recipient's research or for the accuracy, reliability, or reproducibility of any research results obtained through the use of the Material. The Recipient acknowledges that scientific research is inherently uncertain, and the Provider makes no representation or warranty that the use of the Material will yield any specific results or achieve any specific research objectives.

9.6 Responsibility for Compliance

The Recipient is solely responsible for ensuring that its use of the Material complies with all applicable local, state, national, and international laws, regulations, and guidelines, including but not limited to those governing biosafety, biosecurity, environmental protection, and the ethical use of human and animal subjects in research. The Provider shall not be liable for any consequences resulting from the Recipient's failure to comply with such laws, regulations, or guidelines.

9.7 Hazardous Materials and Risks

If the Material is classified as hazardous, toxic, or otherwise regulated, the Recipient is responsible for ensuring that all individuals who handle or come into contact with the Material are properly trained and informed about its potential risks and that all necessary safety measures, including the use of personal protective equipment (PPE), are in place. The Recipient assumes full responsibility for the safe and lawful handling, storage, transport, and disposal of the Material in accordance with all applicable laws and regulations.

9.8 Insurance

The Recipient agrees to maintain, at its own expense, adequate insurance coverage, including but not limited to general liability, product liability, and professional liability insurance, sufficient to cover any claims, damages, or liabilities that may arise from or in connection with the use, handling, or storage of the Material. The Provider may request evidence of such insurance coverage upon reasonable notice.

9.9 No Waiver of Sovereign Immunity

If the Provider is a government entity or an entity entitled to sovereign immunity, nothing in this Agreement shall be construed as a waiver of sovereign immunity by the Provider.

Any claims or disputes arising out of this Agreement shall be subject to the applicable laws governing sovereign immunity.

9.10 Survival of Liability Provisions

The liability provisions set forth in this Section 9 shall survive the expiration or termination of this Agreement and shall remain in full force and effect notwithstanding such expiration or termination. The Recipient's obligations under this Section 9 shall continue with respect to any Material that remains in the Recipient's possession, custody, or control after the termination of this Agreement.

10 Termination

10.1 Right to Terminate

Either party may terminate this Agreement at any time and for any reason by providing ninety (90) days' prior written notice to the other party. The notice of termination must specify the effective date of termination and may include the reasons for termination, if applicable.

10.2 Obligations Upon Termination

10.2.1 Cessation of Use

Upon receipt of a termination notice or upon the effective date of termination, whichever comes first, the Recipient shall immediately cease all use of the Material. The Recipient agrees to halt any ongoing research involving the Material and shall not begin any new experiments or studies using the Material during the notice period, unless otherwise agreed in writing by the Provider.

10.2.2 Return or Destruction of Material

The Recipient shall, at the Provider's discretion, either return any remaining Material to the Provider or destroy the Material in a manner that complies with all applicable laws, regulations, and institutional policies. If the Provider elects for the Material to be destroyed, the Recipient shall provide written certification of such destruction within a reasonable time frame, as specified by the Provider.

10.2.3 Return of Confidential Information

The Recipient shall also return or destroy all copies of the Provider's Confidential Information in its possession or control, including any documents, data, or materials that contain or are derived from such Confidential Information. The return or destruction of Confidential Information shall be certified in writing to the Provider, as required by Section 6 of this Agreement.

10.3. Final Report

The Recipient may be required to provide the Provider with a final report summarizing the research activities conducted with the Material, the results obtained, and the status of any ongoing experiments as of the date of termination. The format and content of the final report shall be agreed upon by both parties. The Recipient shall also disclose any Inventions or intellectual property developed using the Material, as required by Section 8 of this Agreement.

10.4. Post-Termination Rights and Obligations

Termination of this Agreement shall not affect the rights and obligations of the parties that have accrued prior to the effective date of termination. Specifically, the following provisions shall survive termination:

10.4.1 Confidentiality

The confidentiality obligations set forth in Section 6 shall continue in effect for the period specified therein.

10.4.2 Intellectual Property

The rights and obligations related to intellectual property, including the disclosure of Inventions and the grant of licenses, as specified in Section 8, shall survive termination.

10.4.3 Liability

The liability provisions set forth in Section 9 shall continue to apply with respect to any claims or liabilities arising from the use, handling, or storage of the Material during the term of this Agreement.

10.5 Effect of Termination on Research

The parties acknowledge that termination of this Agreement may impact ongoing research efforts. To mitigate potential disruption, the parties agree to cooperate in good faith to transition any ongoing research projects to alternative materials or methods, where feasible.

The Provider may, at its sole discretion, grant the Recipient a limited extension to continue using the Material for a specific period solely to complete ongoing experiments or studies under the terms and conditions agreed upon in writing by both parties.

10.6 Consequences of Breach

If the Agreement is terminated due to a breach by either party, the non-breaching party may pursue any and all legal remedies available, including seeking damages, injunctive relief, or specific performance. The breaching party shall be responsible for any costs or expenses incurred by the non-breaching party as a result of the breach and subsequent termination.

10.7 Termination by Mutual Agreement

In addition to the right to terminate upon notice, the parties may mutually agree in writing to terminate this Agreement at any time. Such mutual termination shall be documented in a written termination agreement, specifying the effective date of termination and the terms governing the return or destruction of the Material, the handling of Confidential Information, and any other matters relevant to the termination.

10.8 No Further Obligations

Except as expressly provided in this Agreement, upon termination, neither party shall have any further obligations to the other under this Agreement, and each party shall bear its own costs incurred in connection with the termination.

10.9 Disposition of Data

Upon termination, the Recipient may retain data and results generated from the use of the Material, provided that such retention is consistent with the confidentiality and intellectual property provisions of this Agreement. The Recipient shall use the data solely for internal research purposes unless otherwise agreed in writing by the Provider.

11 Governing Law

11.1 Choice of Law

This Agreement, including its formation, interpretation, performance, and enforcement, shall be governed by and construed in accordance with the laws of [insert jurisdiction], without regard to its conflict of laws principles. The parties agree that the laws of this jurisdiction

provide the framework under which the rights and obligations of the parties shall be determined.

11.2 Exclusion of Conflict of Laws Principles

The application of the conflict of laws principles of any jurisdiction, including the jurisdiction of [insert jurisdiction], is expressly excluded. This means that even if the rules of conflict of laws in [insert jurisdiction] would ordinarily direct the application of the laws of another jurisdiction, the parties agree that the laws of [insert jurisdiction] shall apply exclusively to this Agreement.

11.3 Jurisdiction and Venue

Any legal action, suit, or proceeding arising out of or relating to this Agreement shall be instituted in the courts of [insert jurisdiction]. The parties hereby irrevocably submit to the exclusive jurisdiction of these courts and waive any objection to the laying of venue in such courts, whether on the grounds of inconvenient forum or otherwise.

11.4 Sovereign Immunity

If either party is a governmental entity or an institution with sovereign immunity, the application of governing law shall not be construed as a waiver of sovereign immunity except as may be expressly agreed upon in writing. The parties acknowledge that any waiver of sovereign immunity must be explicit and subject to the laws governing such entity.

11.5 Dispute Resolution

The parties agree to make a good-faith effort to resolve any disputes arising out of or relating to this Agreement through negotiation and mediation before resorting to litigation. If the parties are unable to resolve the dispute through mediation, either party may seek legal or equitable relief in accordance with the governing law and jurisdiction provisions of this Agreement. Nothing in this section shall prevent either party from seeking immediate injunctive relief if necessary to prevent irreparable harm.

11.6 Compliance with Applicable Law

The parties agree to comply with all applicable laws, regulations, and guidelines in the performance of their respective obligations under this Agreement. The governing law

specified in this Agreement shall not exempt either party from complying with applicable laws of other jurisdictions, including those governing the use, transfer, and disposal of the Material.

11.7 Severability

If any provision of this Agreement is found to be invalid or unenforceable under the governing law, the remainder of the Agreement shall continue in full force and effect. The invalid or unenforceable provision shall be modified or interpreted to the extent necessary to make it valid and enforceable under the governing law, while preserving the intent of the parties as closely as possible.

11.8 No Implied Waivers

The choice of governing law in this Agreement shall not be construed as a waiver of any rights or defenses available under the law unless such rights or defenses are expressly waived in writing by the parties. Any waiver of a right or defense must be specific, in writing, and signed by the party waiving such right or defense.

11.9 Amendments and Governing Law

Any amendments, modifications, or waivers of this Agreement must be made in writing and signed by authorized representatives of both parties. Such amendments, modifications, or waivers shall be governed by the same laws as specified in this section unless the parties explicitly agree to apply a different governing law.

11.10 International Considerations

If the Recipient or Provider is located in a different country or jurisdiction than the one specified as governing law, the parties acknowledge that this Agreement may be subject to international treaties or conventions that affect the interpretation and enforcement of its terms. However, the parties expressly agree that, to the extent permissible under such treaties or conventions, the laws of [insert jurisdiction] shall govern the Agreement.

12 Miscellaneous

Entire Agreement

This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior agreements, whether written or oral.

Amendments

Any amendments to this Agreement must be in writing and signed by both parties.

Assignment

The Recipient shall not assign or transfer any rights or obligations under this Agreement without the prior written consent of the Provider.

Notices

Any notices required under this Agreement shall be in writing and delivered to the addresses set forth above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.**

Provider

Mycetoma Research Center, University of Khartoum, WHO Collaboration on Mycetoma and Shin NTDs

Signature: _____

Name: [insert name]

Title: [insert title]

Date: _____

Recipient

Name of the recipient center

Signature: _____

Name: [insert name]

Title: [insert title]

Date: _____

Appendix A: Description of the Material

Appendix B: Research Purpose and Plan

Appendix A: Description of the Material

This table provides a comprehensive overview of the biological material and ensures that all relevant details are documented clearly. Adjust or add fields as necessary based on the specific requirements of your material and research.

Field	Description
Material Name	[Insert name of the biological material]
Material Type	[e.g., tissue sample, cell line, serum, DNA, RNA, protein, etc.]
Source/Origin	[e.g., human, animal, plant; specific origin if applicable]
Description	[Detailed description of the material, including physical and biological characteristics]
Quantity	[Amount of material provided, e.g., volume, weight, cell count]
Form	[e.g., liquid, frozen, lyophilized, etc.]
Storage Conditions	[e.g., temperature requirements, humidity, light sensitivity]
Stability and Shelf Life	[Information on stability and recommended shelf life]
Contaminants/Precautions	[Any known contaminants or precautions for handling]
Use Restrictions	[Specific limitations on the use of the material]
Relevant Safety Information	[Safety guidelines, including handling, disposal, and emergency measures]
Documentation Provided	[e.g., certificates of analysis, safety data sheets, consent forms]
Date of Collection/Preparation	[Date when the material was collected or prepared]
Additional Notes	[Any other relevant information about the material]

Appendix B: This table provides a structured way to present the research purpose and plan, ensuring all key aspects of the research project are thoroughly documented and communicated.

Section	Details
Research Title	[Insert the title of the research project]
Research Purpose	[Describe the overall goal or objective of the research. Explain why the research is being conducted and its significance.]
Research Objectives	[List the specific objectives or aims of the research. These should be clear, measurable, and achievable goals.]
Research Hypothesis	[State the hypothesis or research questions that the study aims to address.]
Research Plan	[Provide a detailed plan of how the research will be conducted. This should include the steps or phases of the research, including any experimental design, methodology, and timelines.]
Material Usage	[Describe how the Material will be used in the research. Include details on the quantity, form, and specific applications.]
Methodology	[Outline the methods and techniques that will be used to conduct the research. This should include data collection methods, analysis techniques, and any relevant protocols.]
Expected Outcomes	[Describe the expected results or outcomes of the research. Include any hypotheses or predictions and how they will be measured.]
Data Management	[Detail how the data generated from the research will be managed, stored, and analyzed. Include any data protection and privacy considerations.]
Risk Assessment	[Identify potential risks or challenges associated with the research and describe the measures that will be taken to mitigate these risks.]
Timeline	[Provide a timeline or schedule for the research project, including key milestones and deadlines.]
Budget	[Outline the budget for the research project, including any costs related to the Material, equipment, personnel, and other expenses.]
Collaborators	[List any collaborators or partners involved in the research, including their roles and contributions.]
Compliance	[Ensure compliance with all relevant regulations, guidelines, and institutional policies. Include information on any necessary approvals or permits.]

Reporting	[Describe how and when progress reports will be provided to the Provider, including the format and frequency of reporting.]